* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ **IA No.2594/2006 in CS (OS) No. 1791/1999**

Judgment delivered on:08.03.2006

SHRI HARWINDER SINGH .... Plaintiff

versus

SMT JOGINDER KAUR SAWHNEY & OTHERS ....: Defendants

Advocates who appeared in this case:-
For the Plaintiff : Ms Shalini Kapoor
For the Defendants 1 & 3 : Mr T.R. Kukreja

CORAM:-
HON'BLE MR JUSTICE BADAR DURREZ AHMED

1. Whether the Reporters of local papers may be allowed to see the judgment?

2. To be referred to the Reporter or not?

3. Whether the judgment should be reported in the Digest?

BADAR DURREZ AHMED, J (ORAL)

1. This is a joint application moved on behalf of the plaintiff and the defendant Nos. 1 & 3 under Order 23 Rules 1, 3 and 3A read with Section 151 of the Code of Civil Procedure, 1908. The plaintiff had instituted this suit for specific performance of the Agreement To Sell in respect of the property, C-9, Westend Enclave, New Delhi. Initially, the suit was instituted against the three defendants. By virtue of this application, he has indicated that insofar as the defendant No.2 is concerned, he is withdrawing the suit against him inasmuch as the defendant No.2 does not have any right, title or interest in the suit property. As regards the defendants 1 and 3, he has settled amongst the parties

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and that the said defendants have paid a total sum of Rs.1.5 crores to the plaintiff in full and final settlement of all the claims of the plaintiff, whether the claims were specific against the defendants or in respect of the suit property. The amount of Rs.1.5 crores is being paid to the plaintiff by virtue of three separate Pay Orders, details of which are given in paragraph 6 (ii) of the application. The Pay Orders have been handed over to the plaintiff in court by the learned counsel for the defendants 1 & 3. The same have been acknowledged by him. As a result of this payment, the plaintiff now has no claim against the defendants and particularly in respect of the suit property. The details of the settlement are set out in paragraph 6 of this application.

2. This application has been signed by the plaintiff, who is also present in person before the court and he confirms the same. It is also signed by Smt Pavanjit Kaur Bhatia on behalf of the defendants 1 & 3. She is the Attorney of the defendants 1 and 3 and a copy of the registered General Power of Attorney in her favour executed by the defendants 1 and 3 is also annexed with this application. The General Power of Attorney, *inter alia*, includes the power of compromising any suit in respect of the suit property. The application is also supported by affidavits of the said Mr Harwinder Singh (plaintiff) and Smt Pavanjit Kaur Bhatia (Attorney of the defendants 1 and 3). It is also signed by the respective counsel for the parties.

3. I have heard the counsel for the parties as well as have examined the terms of the settlement which have been reduced to writing in the form of

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this application and find the same to be lawful. Accordingly, the settlement / compromise is taken on record. Insofar as the defendant No. 2 is concerned, the suit is dismissed as withdrawn and insofar as the defendant Nos. 1 and 3 are concerned, the suit is disposed of in terms of the settlement. This application be marked as Exhibit-C-1 and shall form part of the decree. All the interim orders stand vacated and all the pending applications stand disposed of.

BADAR DURREZ AHMED
(JUDGE)

March 08, 2006
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